

**United States Bankruptcy Court
Northern District of Illinois**

In re Michael S. Helmstetter

Debtor(s)

Case No. 19-28687

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
- | | | |
|---|----|-----------------|
| For legal services, I have agreed to accept | \$ | <u>5,000.00</u> |
| Prior to the filing of this statement I have received | \$ | <u>5,000.00</u> |
| Balance Due | \$ | <u>0.00</u> |
2. \$ 0.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:
- ☐ Debtor ☒ Other (specify): **Paul Helmstetter**
4. The source of compensation to be paid to me is:
- ☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
- ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - [Other provisions as needed]
- see retainer agreement for details and clarification.**
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
prosecute and trial of lien, fraudulent recoveries, avoidances except by motion, trial of contested matters, or any other adversary. see retainer agreement filed for details

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

September 22, 2020

Date

/s/ Richard L. Hirsh

Richard L. Hirsh

Signature of Attorney

Richard L. Hirsh, P.C.

1500 Eisenhower Lane

Suite 800

Lisle, IL 60532-2135

630.434.2600 Fax: 630.434.2626

richard@bankruptcy-dupage.com

Name of law firm

Law Offices
RICHARD L. HIRSH, P.C.
1500 Eisenhower Lane, Suite 800
Lisle, Illinois 60532-2135

Tel 630.434.2600
www.bankruptcy-dupage.com

Fax 630.434.2626
richard@bankruptcy-dupage.com

May 12, 2020

VIA E-MAIL

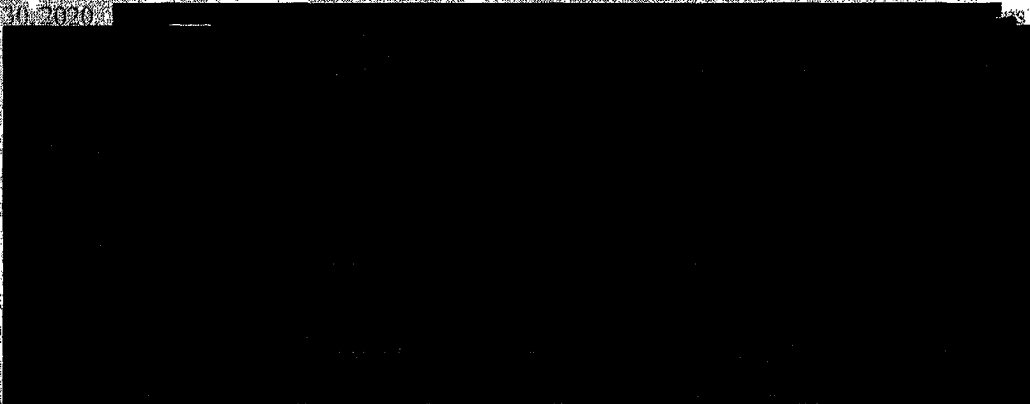
Michael Helmstetter, mikehelmstetter@hotmail.com

Re: Representation in pending Chapter 7 case

Dear Mike:

After speaking with you and conferring with Nick Tancredi, I understand that you have decided that you wish to retain me to represent you in the pending Chapter 7 case in which you are presently represented by Kevin Benjamin. Under the terms and conditions set forth herein I am pleased to accept that engagement.

I understand that you have completely filed your petition, your schedules, and related papers. I have reviewed the docket in the bankruptcy case and the most interesting item I see is that the Trustee, through his counsel Gregory Stern, has obtained an order to permit all parties involved in the case to file objections to discharge or claims for dischargeability through, to and including June 30, 2020.



To proceed with the engagement, I must set forth the terms of the engagement related to fees. I understand from Nick that your father is going to fund this at some level. This would not be a flat fee undertaking by me but rather I will be paid a retainer of \$5,000 which will be an advance payment retainer, meaning that if I do not accrue fees sufficient to exhaust the \$5,000 you would be entitled to a refund; or if you determine to terminate my services before the funds are exhausted, you would be entitled to a refund less any fees earned. My hourly rate for these services will be \$400.00

per hour. Once the retainer is exhausted based upon fees and services rendered, you will be billed for services rendered beyond a retainer, and invoices will be due 30 days from receipt.

Largely, the services to be rendered will be engaging with the Trustee; determining what the Trustee requires of you in terms of document production, testimony, representation at a 2004 Examination and compiling documents for disclosure to the Trustee. I anticipate those to be the major activities, however, we will see what develops.

This engagement does not include appeal of any matters which might arise in the case, including appeals which you might have a right to bring or appeals taken by the Trustee. This engagement also does not include representation in any adversary actions brought against you by any party. This engagement is separate and apart from my engagement with you to represent you in the adversary proceeding presently being prosecuted by Nissan North America.

Unlike the other engagement, there is no guarantee by your father, Paul Helmstetter, to make any payments to me whatsoever although I understand he is going to fund this initial retainer for you.

If you agree with these terms, please execute where indicated below and return the signed copy to me. The same wire instructions can be used for the retainer as in the past. Of course if you have any questions, do not hesitate to contact me.

Very truly yours,


Richard L. Hirsh

RLH/cmz

cc: Paul Helmstetter via e-mail

AGREED AND ACCEPTED:


Michael Helmstetter